

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

INVITATION TO BID

(Contract for Services)

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("METRO") WILL RECEIVE AND PUBLICLY OPEN SEALED BIDS IN THE DEPARTMENT OF FINANCE, DIVISION OF PURCHASES, 222 THIRD AVENUE NORTH, SUITE 601, NASHVILLE, TENNESSEE 37201, TELEPHONE NUMBER (615) 862-6180.

SUBJECT TO THE INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, ADDENDA, AND ANY OTHER ELEMENTS OF THIS INVITATION TO BID ("ITB"), INCLUDING THOSE INCORPORATED BY REFERENCE.

This Invitation to Bid document is prepared in a Microsoft Word format. Any alterations to this document made by the bidder may be grounds for rejection of bid, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

BID NUMBER: 52694/CY

DATE ISSUED: 5/7/2010

BID TITLE: Traffic Detection Systems Installations

COMMODITY CODE(S): 7210, 7213

THE METROPOLITAN GOVERNMENT BUYER: Chuck Yancey

TELEPHONE NUMBER: (615) 862-8957

FAX NUMBER: (615) 862-6179

E-MAIL ADDRESS: chuck.yancey@nashville.gov

All bid responses must be received and time-stamped in the Division of Purchases on or before May 20, 2010, by no later than 3:00 p.m., Nashville, Tennessee local time, at which time all bids will be publicly opened and read aloud.

SUBMIT SEALED BID RESPONSE TO:

Metropolitan Government of Nashville and Davidson County

Procurement Division

730 2ND AVENUE SOUTH, Suite 112

NASHVILLE, TN., 37210-2006

Bid envelope must include the bid number, the bid opening date, and the bidder's address. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID NUMBER: 52694/CY

BID OPENING DATE: May 20, 2010

THIS BID PROCESS IS GOVERNED BY
THE METROPOLITAN CHARTER AND CODE OF LAWS
AND OTHER APPLICABLE LEGAL REQUIREMENTS.

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to Metro Purchasing. Please send this information to Jan Wiles via fax at (615) 862-6179 or by e-mail at jan.wiles@nashville.gov **Metro will send amendments only to those firms that timely complete and return this form via fax or provide the requested information by timely e-mail.**

ITB number	52694/CY
Company name	
Mailing address	
Phone number	
Fax number	
Contact person	
E-mail address	

[illegible]

E-mailed amendments will be sent in a Microsoft Word format. Any alterations to the document made by the bidder may be grounds for rejection of bid, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

Amendments also will be posted on the Metro Government Purchasing web site (http://www.nashville.gov/finance/Support_Services/purchasing/bob/index.htm) in a PDF format. Check the Expanded Bid Information page for the particular Invitation to Bid for any posted amendments.

INSTRUCTIONS AND CONDITIONS

- (1) These documents constitute the complete set of specification requirements and bid response forms. **The bidder is responsible for insuring that all pages and all addenda are received.** The Metropolitan Government advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the Division of Purchases of the Metropolitan Government. **Unless otherwise directed in writing by the Division of Purchases, the bidder must submit all bid responses on the bid response form provided with this ITB. The Metropolitan Government will not accept bid responses on bidder's letterhead and/or quotation forms.**
- (2) All bid responses must be typewritten or written legibly in ink and signed by an individual authorized to bind the bidder. **Properly notarized signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response.** Erasures, white-outs and typeovers, and other modifications must be initialed. Bidders are cautioned to verify their bid response prior to submission. Bid responses may only be withdrawn under the limited circumstances stated in Regulation Number R4.12.030 of the Procurement Standards Board of the Metropolitan Government.
- (3) Bid responses must be submitted in a sealed, properly marked envelope and filed on or before the date and time specified for the receipt of bids responses. **No late bid responses will be accepted.** The Metropolitan Government shall not be responsible for bid responses that are mailed or sent via private delivery services.
- (4) **The Metropolitan Government will not accept bid responses submitted by fax or electronic mail.**
- (5) Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB whose bid is most advantageous to Metro.
 - a) A "responsive bidder" is a submitted bid response that, at a minimum:
 - Confirms in all material respects to the solicitation (Metropolitan Code 4.12.010)
 - Such as, were minority-owned and/or woman-owned business enterprises (MWBE) considered and contacted in a timely manner for this contract bid (Good Faith Effort)?
 - And, is there sufficient documentation provided with the bid to demonstrate that a Good Faith Effort was made to seek out subcontracts from minority-owned and/or woman-owned business enterprises (MWBE)?
 - b) A "responsible bidder" means a person who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance (Metropolitan Cod4.12.040).
- (6) Any changes made to this bid document may delay any contract award and execution. Additionally, changes made to this bid document may disqualify the bid response as non-responsive.
- (7) Pursuant to Regulation Numbers R4.12.020.10 and R4.12.030.11 of the Procurement Standards Board of The Metropolitan Government of Nashville and Davidson County, bid responses may be modified by written notice received by the office specified herein for receipt of bid responses prior to the date and time for public opening of bids. Late modifications cannot be considered.
- (8) Certain mistakes may be corrected so long as the intended correct bid response is clearly evident (see Regulation R4.12.030.13 of the Procurement Standards Board for more thorough explanation).
- (9) Substitutions will not be permitted unless specifically provided for in this ITB. If this ITB specifies that substitutions are permitted, any particular manufacturer, brand, model, make or detailed description set forth in the specifications is for descriptive purposes only and a bidder may substitute articles so long as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is to be used equally well as that specified, and is equally suited to the needs of the Metropolitan Government as that specified. If bidding a substitute article, a bidder must provide the manufacturer's name and catalogue reference, specifications for the substitute article, and/or other information that will enable

the Purchasing Agent to make the determination of similarity, serviceability and suitability of the substitute. The Metropolitan Government reserves the right, through the Purchasing Agent, to be the sole judge in making such determination. **UNLESS THIS ITB SPECIFIES THAT A SUBSTITUTE ARTICLE IS PERMITTED, IT IS UNDERSTOOD THAT THE ARTICLE TO BE PROVIDED BY THE BIDDER, IF SUCCESSFUL, WILL BE OF THE SAME MANUFACTURE, BRAND, MODEL, MAKE AND/OR WILL MATCH THE DETAILED DESCRIPTION SET FORTH IN THE SPECIFICATIONS.**

- (10) Unless receipt of this ITB is acknowledged in the form of a bid response or a written notification of "no bid", bidder's name may be removed from the applicable commodity code mailing list.
- (11) **ALL BIDDERS WHO ARE AWARDED CONTRACTS AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS SET FORTH BELOW:**
- a) The awarded bidder shall not assign, transfer, convey or otherwise dispose of the contract, or the right, title or interest in or to the same of any part thereof, without the prior written consent of the Metropolitan Government, and the awarded bidder shall not assign by power of attorney or otherwise any of the moneys to become due and payable under the contract. Breach of this provision shall be a material breach.
 - b) It is understood that it is necessary for the Metropolitan Government to have a continuous and uninterrupted flow of supplies and materials and services and the awarded bidder must furnish and make the deliveries of supplies, materials, and services accordingly.
 - c) The contract is subject to all charter and code provisions of the Metropolitan Government. It is hereby agreed that the provisions of all ordinances and resolutions of the Metropolitan Government relating to bidders and contractors are hereby made a part of the contract.
 - d) Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the Metropolitan Government shall have the right to immediately terminate the contract. The Metropolitan Government may terminate the contract at any time, with or without cause, upon sixty (60) days written notice to bidder. Should funding for the contract be discontinued, the Metropolitan Government shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
 - e) The Metropolitan Government, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve awarded bidder of any liability to the Metropolitan Government for damages sustained by virtue of awarded bidder's breach.
 - f) The contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in accordance with 4.24.020 of the Metropolitan Code of Laws.
 - g) No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
 - h) Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the Metropolitan Government prevails, awarded bidder shall pay all expenses of such action including the Metropolitan Government's attorney fees and costs at all stages of the legal action.
 - i) The contract sets forth the entire agreement between the parties with respect to the subject matter thereof and shall govern the respective duties and obligations of the parties.
 - j) The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
 - k) Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be served and shall not affect the validity of the remaining provisions of the contract.
 - l) Contractor shall indemnify and hold harmless the Metropolitan Government, its officers, agents and employees from:

- i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts of omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and
 - ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - m) Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract, in compliance with the Insurance Requirements in the Special Conditions of this ITB, and subject to the approval of the Metropolitan Government.
- (12) Bidder is entitled to protest to the Purchasing Agent in connection with the ITB or award of a contract (Metropolitan Code 4.36.010). Bidder also has the right to appeal the decision of the Purchasing Agent to the procurement appeals board (Metropolitan Code 4.36.110). This appeal must be filed within seven (7) days of receipt of the Purchasing Agent's decision. In addition, bidder may appeal the decision of the Purchasing Agent to debar or suspend bidder from consideration for award of contracts (Metropolitan Code 4.36.120). This appeal must be filed within thirty (30) days of receipt of the Purchasing Agent's decision.
- (13) The Purchasing Agent does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. The Metropolitan Government does not warrant or guarantee that a contract will be awarded as a result of this ITB.
- (14) Any prospective Bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in writing no later than two (2) days prior to the bid submission date. Any information provided by the Metropolitan Government to a prospective bidder concerning this ITB shall be in the form of a written addendum furnished to all prospective bidders, at the sole discretion of the Metropolitan Government.
- (15) Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item. If no items are bid on, the "*Statement of No Bid*" should be returned, with the envelope plainly marked "No Bid" with the bid number.
- (16) A bidder desiring to bid "No Charge" must so indicate; otherwise the bid will be construed as incomplete and may be rejected.
- (17) Bidders are cautioned that any condition, qualification, provision, or comment in its bid response, or in other correspondence transmitted with their bid response, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this ITB, shall be sufficient cause for the rejection of its bid response as non-responsive.
- (18) **BIDDER, BY SIGNING AND MAKING THIS BID, MAKES THE FOLLOWING AFFIRMATIVE DECLARATION AND STATEMENT AS OF THE DATE SAID BID IS SIGNED, TO WIT:**
- a) Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
 - b) It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
 - c) Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program

requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

- d) Bidder also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract of the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
 - e) Bidder also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person to solicit or to secure a Metropolitan Government contract upon the agreement or understanding for a contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
 - f) Bidder represents that bidder has not retained any person in violation of the previous paragraph.
 - g) A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.
- (19) **BIDDER, BY SIGNING AND MAKING THIS BID**, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).
- (20) Price quoted must be the price for new merchandise that is free from defects. Any bid responses which modify the requirements of this ITB will not be considered and may result in a determination that a bid response is deemed non-responsive.
- (21) Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of the Metropolitan Government. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, the Metropolitan Government reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- (22) Delivered items will not be considered "accepted" until an authorized agent for the Metropolitan Government has, by inspection or test of such items, determined that they fully comply with specifications. The Metropolitan Government may return, for full credit and at no expense to the Metropolitan Government, any item(s) received which fail to meet the specifications as stated in this ITB.
- (23) All deliveries made pursuant to this ITB and a contract award must be made pursuant to written purchase order of the Metropolitan Government Purchasing Agent ("Purchasing Agent"). **The Metropolitan Government assumes no liability for goods and/or services provided without a written purchase order from the Purchasing Agent.** Unless otherwise specified in this ITB, delivery charges are to be prepaid and included in the bid price.
- (24) The Metropolitan Government is exempt from federal and state taxes. Upon request, the Purchasing Agent will provide an exemption certificate to the awarded Bidder. Vendors doing business with the Metropolitan Government shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the Metropolitan Government, nor shall any vendor be authorized to use the Metropolitan Government's Tax Exemption Number in securing such materials.
- (25) It is the policy of the Metropolitan Government of Nashville and Davidson County to promote full and equal business opportunities for all persons doing business with the Metropolitan Government by increasing the purchase of goods and services from minority and women owned businesses within the area of the Metropolitan Government.
- a) For bids failing to conform to the requirements of the Metropolitan Code of Laws § 4.46.070 Bid Requirements, will be determined to be none responsive and the bid rejected.

- b) Failure of a Bidder to comply with the requirements of Chapter 4.46, PROCUREMENT NONDISCRIMINATION PROGRAM, may be grounds for suspension or debarment by the Purchasing Agent pursuant to the standards set forth in Metropolitan Code of Laws § 4.36.020.
- (26) If awarded Bidder subcontracts any portion of the contract for any reason, it must provide, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information should be submitted with bid response; however, if not included, it shall be the responsibility of the awarded Bidder to submit to the Purchasing Agent the subcontractor for approval prior to commencement of work. The Metropolitan Government reserves the right to reject a bid response of any bidder if, in the sole discretion of the Metropolitan Government, the bid response names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under the award.
- (27) Payment will be made by the Metropolitan Government after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- (28) The awarded bidder must strictly comply with federal, state, and local building and safety codes. Equipment must meet all federal and state safety regulations for grounding of electrical equipment and for lockout/tagout processes.
- (29) Bidder certifies that all material, equipment, processes, etc., contained in its bid response meets all OSHA., ANSI, NFPA and all other federal and state requirements. Bidder further certifies that, if it is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the awarded bidder. e

INSURANCE REQUIREMENTS

Any vendor receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance. The awarded vendor must provide Metro with original Certificates of Insurance within fifteen days of notification of award. General Liability and automobile liability policies must be endorsed to include The Metropolitan Government of Nashville & Davidson County as an additional insured with respect to liability arising out of work or operations performed by on behalf of vendor. The following insurance(s) shall be required:

- a) ☐ Products Liability Insurance in the amount of one million (\$1,000,000.00) dollars (If the vendor will be shipping to a receiving department of Metro)
- b) ☒ General Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if the vendor will be making on-site delivery)
- c) ☐ Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars
- d) ☒ Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)
- e) ☒ Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees.)
- f) ☐ Other Insurance .

BIDDER REGISTRATION

If the successful bidder is not registered with the Metropolitan Government as a vendor, the bidder will be required to complete a Metro vendor application in order to be awarded the bid. If the awarded bidder does not return the completed application to Metro within 48 hours of its being sent to the bidder, Metro may determine that the bidder shall be deemed nonresponsive and not be considered for award. Register at the following site; <https://smartrac.nashville.gov/newvendorlogin.aspx>

SPECIFICATIONS / SCOPE OF WORK

DETECTION INSTALLATION

SCOPE OF WORK: Provision of vehicle detection at signalized intersections via in pavement detector loops, video detection equipment, or other vehicle detection equipment as specified by Metro Public Works. Contractor will provide trained personnel, sufficient equipment, and all materials, including loop wire and sealer, to install vehicle detection at locations to be determined by Metro Public Works on an as needed basis.

SPECIFICATIONS

- The detection loops shall be of the size and location detailed in plans or other Metro Public Works correspondence unless otherwise directed by the Traffic Control Manager. Typical size and location will be 6' x 45' at approach stop bar.
- The contractor shall install loops by cutting a narrow slot, of sufficient width so as to not pinch wire, in the roadway surface with a diamond or abrasive saw, installing the wire and backfilling with a Metro Public Works approved sealer. Saw slots shall be a minimum of three (3) inches in depth in bituminous pavement, and a minimum of two (2) inches in depth in concrete pavement or in the base course of bituminous pavement prior to final surface course.
- Loop lead-ins shall have a minimum of 2 ½ inches of coverage.

- The contractor shall exercise care in placing the detection loops and lead-ins in the pavement slots. The slots shall be brushed cleaned or blown out using oil-free compressed air. A polyethylene foam sealant or equivalent shall be placed in the bottom of the slot and loop wire shall be placed in slot with blunt wooden tool to prevent damage to insulation. Use of metal tools will not be permitted.
- Where the detection loops or lead-ins cross a pavement crack or joint, a continuous insulating sleeve shall be installed over the wire to prevent it from bonding to the pavement.
- The detection loops in any given traffic lane shall be wired together to enter one detector device unless otherwise noted on the plans. If the manufacturer of the related detection unit recommends other wiring schemes, approval shall be obtained from Metro Public Works before wiring changes are made.
- Before slots are sealed, the resistance of the detection loops and lead-ins shall be checked against ground with a megger. A resistance of less than ten (10) megohms will indicate a fault requiring correction before the slot is sealed.
- Also before the slot is sealed, the inductance of the detection loop and lead-ins shall be checked at the location of the detection unit. The inductance shall be no less than fifty (50) microhenries and no more than three hundred (300) microhenries.
- After the loop wires are installed and all checks satisfactorily completed, a polyethylene foam sealant or equivalent shall be placed on top of the wires. The slot shall be back filled and sealed with a Metro Public Works approved elastic epoxy resin sealer.
- The sealer shall have a tensile strength of 1,200 psi and shall exhibit an adhesion to Portland cement concrete of 300 psi. The sealer shall have a dielectric constant greater than 9/0x10 Hertz.
- Loops and lead-ins to pull boxes shall be one continuous length of **# 14 AWG stranded XHHW cross-linked polyethylene single conductor wire**. The lead-ins to pull box, or cabinet shall be twisted a minimum of six (6) times per foot. Splices shall be permitted only in pull boxes or cabinets and shall be waterproofed.
- All leads from pull box to controller shall consist of a twisted pair of shielded cables **#14 AWG stranded**, which meet the requirements of **I.M.S.A** specifications **50-2**
- Loop leads shall not be coiled in pull boxes or handholes. Terminal blocks shall be used for all connections in equipment, cabinets.
- Loop wires and lead-ins are to be color-coded. All leads shall be tagged in pull boxes and cabinets.
- Repair of sidewalks and ramps damaged during loop installation is responsibility of contractor. All re-installed sidewalks and ramps must meet current Public Works standards.

All detection loop installations shall meet T-DOT 730N specifications.

Other detection types, equipment, and installation procedures shall be approved by Metro Public Works prior to installation.

ORDERS

It shall be the responsibility of the Owner (Metro Public Works) to give notice to the Contractor of work to be performed, including location and size of loops required.

Contractor shall begin work within ten days after notice to proceed.

It shall be the responsibility of Contractor to give twenty-four hour notice to Metro Public Works of time and location of any installations performed under this contract for inspection purposes.

Contractor shall notify Metro Public Works upon completion of detection installation at each location. Metro Public Works is responsible for any and all traffic signal timing modifications.

WARRANTY

Contractor shall guarantee the detection installed under this contract for a period of one (1) year. Any failures related to equipment or installation procedure during this period will be replaced at no cost to Metro Public Works.

PROPOSAL CONDITIONS

It is expressly understood that only typical in-pavement detection loop quantities have been set forth in the bidding schedule for unit price items and that actual quantities and equipment will be established by the Metro Public Works Department under this contract. Payment authorization will be made on only the actual quantities of work completed in place, measured in the basis defined in contract conditions and specifications. All services and provision of detection equipment, other than in-pavement detection loops, will be obtained via a 'request for quote' process. In-pavement detection loop pricing will be based on the bidding schedule.

TYPICAL ANNUAL QUANTITY

Fifty (50) 6'x 45' detector loops.

ABATEMENT

N/A

PRE BID MEETING

There will be a pre bid meeting held in the Purchasing Conference Room located at 730 2nd Avenue South, Suite 112, Nashville, TN 37210-2006, TN 37207. The meeting is scheduled for May 13, 2010 at 1:30 PM. Attendance at the pre-bid is not mandatory but bidders are encouraged to attend.

REFERENCES

Each Offeror should provide with the bid the name and telephone number of the project manager (or other contact person if the project manager is no longer available) for all work of similar size and scope performed for at least five customers within the past two years. In addition, each Offeror must provide the same information elements for five most recent projects performed for the Metropolitan Government of Nashville and Davidson County, including the Nashville Electric Service, the Metropolitan Board of Education, the Metropolitan Transit Agency, and the Metropolitan Development and Housing Agency, regardless of size and scope. It is not necessary to list the same job more than once. Metro reserves the right to require more references as deemed necessary. Information provided for each project shall include:

- (a) Project Name and Engineer
- (b) Agency/Department/Office for Which Performed
- (c) Dates of Project
- (d) Owner's Project Manager or Other Representative
- (e) Contact Person
- (f) Dollar Value of Contract

The Metropolitan Government reserves the right to contact any and all references to obtain, without limitation, the following information regardless of Offeror's performance on the listed jobs:

- (a) How cooperative was Offeror during the submittal process (e.g., schedule, shop drawings, etc.)?
- (b) How satisfied was the owner with daily operations on the project?
- (c) How effectively did Offeror address problems that arose during the project?
- (d) How well did Offeror minimize the effect of its activities on nearby operations and activities?
- (e) How would the owner evaluate the number and validity of Offeror-generated change orders and Requests for Information, if any?
- (f) How well did Offeror manage its subcontractors?

- (g) How would the owner rate Offeror's safety record on the project?
- (h) How timely was Offeror in addressing warranty and punch-list items?
- (i) How competent and professional were Offeror's project foreman and other key personnel?
- (j) How satisfied was the owner with the finished product?
- (k) Would the owner hire Offeror for another construction project?
- (l) Were Small Business commitments, (if any) for the project fulfilled.

A uniform sample of references will be checked for each Offeror. Offerors will be scored on a scale of 1 to 10, with 10 being the highest possible score. Any Offeror receiving an overall score of less than 7.5 will not be eligible for award of contract.

In addition, each Offeror must be prepared to submit, within five calendar days after a request is made by the Metropolitan Government, detailed written evidence such as financial data, present commitments, and other such data as may be necessary to demonstrate qualifications to perform the Work. Proof of licensing and similar information, documentation and experience data may also be required.

ADA Statement.

Contractor shall assure to Metro that all services provided through this contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by Metro.

CONTRACT LENGTH AND PRICING

If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties and is filed in the office of the Metropolitan Clerk. Metro contemplates that the contract term will begin on or about **July 1, 2010** (beginning date), with the contract term ending on **June 30, 2015** (ending date). The contract may not be renewed. In no event shall the term of the contract exceed five (5) years.

Escalation/de-escalation: Unit prices shall be fixed through the end of the first term. Unit prices for subsequent periods shall be negotiated, but will not exceed three (3) percent in any one renewal period.

BOND REQUIREMENTS

A **bid bond** shall not be required.

Payment and Performance bonds shall not be required for assignments under \$100,000.

METHOD OF AWARD

If an award is made, Metro shall award this bid to the responsible and responsive bidder(s) offering the lowest Evaluated Bid Price (EBP) but, not exceeding the maximum allowable bid price for the total project as outlined in the **SMALL BUSINESS STATUS**. Awarded prices shall be the same as the bid price.

GUIDELINES FOR ASSISTANCE TO SMALL BUSINESSES

I. Assistance to Small Businesses as Subcontractors for Construction and/or Other Services

The Metropolitan Government of Nashville and Davidson County (Owner) has established guidelines, which provide incentives to Bidders to maximize the participation of Small Businesses as Subcontractors for construction and/or other services. As part of these guidelines, the Owner will determine the lowest evaluated Bid by means of a formula incorporated on the Bid Form, which rewards the Bidder for Bid evaluation purposes only for committing to use Small Businesses as Subcontractors for construction and/or other services. The current guidelines for this Bid do not reward the Bidder, for Bid evaluation purposes, for proposing to use Small Businesses as suppliers of goods or equipment. Bidders are encouraged to contact Joe Ann Carr by email at JoeAnn.Carr@Nashville.gov or call Joe Ann Carr at (615) 880-2338 at the Metro Finance Department for assistance in locating potential Small Businesses, or to download a list of potential small business construction and construction related service providers from the Metro Internet web site at www.nashville.gov (Bidding Opportunities Bulletin). For TTY call (615) 862-8951.

II. Small Businesses as Subcontractors for Construction and/or Other Services

A Small Business, as defined by the Metro Procurement Code, is “. . . a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.” Furthermore, in order to qualify as a small business, a business must meet the size standards established by the Metro Procurement Code. These standards are included with this bid package.

III. Documentation Requirements

Bidder must utilize the format in the Bidding Documents. If Bidder proposes to utilize Subcontractors that are Small Businesses, Bidder must list those firms' names, value of each subcontract, area of work, and license numbers (for Subcontractors) in ITB Section--List of Proposed Small Businesses.

The Contract will be awarded on the basis of the lowest responsive and responsible Evaluated Bid Price and will be consummated based on the Small Businesses as Subcontractor firms listed. No changes to the list of proposed Small Businesses will be permitted after the Bids are received and opened except as authorized by the Metropolitan Procurement Code and the regulations thereto. Submission of a Bid shall constitute Bidder's representation that neither Bidder nor an officer, agent or employee of Bidder, or the spouse, parent or child of an officer, agent or employee of Bidder, is involved in the ownership, operation or management of any Subcontractor claiming status as a Small Business for purposes of this Contract. Further, submission of a Bid shall constitute Bidder's representation that every Subcontractor claiming status as a Small Business for purposes of this Contract has been doing business under its current name and ownership for at least two years prior to Bid date in the trade in which it will be employed by Bidder in the performance of Contract work.

As a condition of progress payments to the Contractor, Owner will require that Contractor submit evidence of participation of and Contractor's payment to all Small Businesses participating in the Project. This evidence shall consist of copies of Subcontracts, Subcontractors' Applications for Payment, Subcontractors' Certified Payrolls, and proof of payment for Small Business Subcontractors.

If, during the course of construction, Contractor fails to maintain the level of Small Business participation shown in Contractor's Bid, or if any material representation made in Contractor's Bid concerning the Small Business status of any Subcontractor or Contractor's involvement in the ownership, operation or management of any Subcontractor claiming status as a Small Business is shown to be false to the satisfaction of Owner's designated representative acting in good faith, Owner may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, terminate the Contract pursuant to Contract. Whether or not Owner terminates the Contract, immediately upon demand, Contractor shall refund to Owner the difference between Contractor's total base Bid and the total base amount of the lowest responsive and responsible Bid submitted, or any lesser portion thereof that Owner, in its sole discretion, deems appropriate. In cases where the Contractor submitted both the lowest base Bid and the lowest evaluated Bid, Contractor shall refund to the Owner the full amount of the Small Business participation shortage. In the event that Owner terminates the Contract, Contractor shall pay Owner's full re-procurement costs, including, without limitation, any costs associated with re-

procurement delays. Owner may (at its sole discretion) institute suspension or debarment proceedings against any Bidder that misrepresents in a Bid any material fact concerning the Small Business status of any Subcontractor or Bidder's involvement in the ownership, operation or management of any Subcontractor claiming status as a Small Business. In addition, Owner may assess the Contractor (at the sole discretion of the Metropolitan Government whenever it is deemed appropriate) a charge representing the cost of all audit and legal time and expenses incurred by the Metropolitan Government as a result of the Contractor's failure to maintain the level of Small Business participation shown in the Contractor's Bid.

SMALL BUSINESS STATUS

If Bidders desire to claim status as a small business, it must 1) be registered to do business with Metro, and 2) have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941-Employer's Quarterly federal tax return. Metro's small business standards are included as an Exhibit to this ITB. This information will be reviewed by Metro and used to confirm the small business status. Small business status must be approved by Metro **prior** to bid submission. ***While Metro commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four days before the bid is due to allow time for status to be granted.***

IV. Determination of Maximum Acceptable Contract Price (i.e., Total Base Bid Price)

While the Owner encourages Small Business participation, it must also be prudent in holding down costs. In order to achieve both these objectives, the Owner has established a method to determine the Maximum Acceptable Contract Price (MACP) for each individual project. The MACP for a project is determined as follows:

A. All responsive and responsible Total Base Bids will be tabulated.

B. Based on the Lowest Responsive and Responsible Base Bid, the Owner will use Table 1 - Maximum Allowable Small Business Percentage (MASBP) to determine the MASBP for the project. The Owner then will use the MASBP to calculate the Maximum Acceptable Contract Price (MACP) as follows:

$$\text{MACP} = [(100 + \text{MASBP}) \times \text{Lowest Responsive and Responsible Base Bid}] / 100$$

For example, if the Lowest Responsive and Responsible Base Bid = \$4,500,000, then (from Table 1) the MASBP = 5.38% and the MACP = $[(100 + 5.38) \times \$4,500,000] / 100 = \$4,742,100$.

C. Any Bid which includes Contract Prices that exceed the MACP will not be considered for Award, regardless of the Evaluated Bid Price.

D. After the MACP has been determined, the Owner will tabulate all the Bidders whose Total Base Bid is equal to or less than the MACP. The tabulation will be prepared in ascending order based on the Evaluated Bid Price (EBP) of each Bidder. EBP is defined to be the Total Base Bid less the total value of Small Business participation as Subcontractors, as listed in--List of Proposed Small Businesses. Each Bidder shall calculate its EBP and include it in the appropriate space in - Bid Form.

**TABLE 1
MAXIMUM ALLOWABLE SMALL BUSINESS PERCENTAGE**

If the Lowest Responsive and Responsible Total Base Bid is <u>Greater than (\$):</u>	<u>But Less than:</u>	The Maximum Allowable Small Business Percentage (MASBP) <u>is (see Note below):</u>
---	-----------------------	--

\$ 0	\$ 100,000	20.00%
100,001	200,000	17.50%
200,001	300,000	15.00%
300,001	400,000	12.50%
400,001	1,000,000	10.00%
1,000,001	1,200,000	9.80%
1,200,001	1,400,000	9.40%
1,400,001	1,600,000	9.00%
1,600,001	1,800,000	8.60%
1,800,001	2,000,000	8.20%
2,000,001	2,200,000	7.80%
2,200,001	2,400,000	7.40%
2,400,001	2,600,000	7.00%
2,600,001	2,800,000	6.60%
2,800,001	3,000,000	6.20%
3,000,001	3,500,000	5.83%
3,500,001	4,000,000	5.63%
4,000,001	4,500,000	5.38%
4,500,001	5,000,000	5.13%
5,000,001	10,000,000	5.00%
10,000,001	15,000,000	4.25%
15,000,001	20,000,000	2.75%
20,000,001	25,000,000	1.89%
25,000,001	30,000,000	1.63%
30,000,001	35,000,000	1.38%
35,000,001	40,000,000	1.13%
40,000,000		1.00%

Note: These figures show the maximum allowable small business percentages for Bid evaluation purposes only. A higher level of small business participation is permissible in performance of Contract work (see notes), but this is the maximum percentage above the lowest responsive and responsible base Bid the Owner will allow a Contract to be awarded based on the lowest evaluated Bid.

**TABLE 2
EXAMPLE BID EVALUATION**

<u>Bidder</u>	<u>Total Base Bid (TBB)</u>	<u>Small Business Amount</u>
1	\$1,000,000	\$ 0
2	\$1,050,000	\$ 25,000
3	\$1,100,000	\$150,000
4	\$1,200,000	\$180,000
5	\$1,400,000	\$ 75,000

Maximum Allowable Small Business Percentage (MASBP from Table 1) for \$1,000,000.00 = 10.00%.

Calculation for Maximum Acceptable Contract Price (MACP):

$$\begin{aligned}
 \text{MACP} &= [(100 + \text{MASBP}) \times \text{Lowest Responsive and Responsible Base Bid}] / 100 \\
 &= [(100 + 10.00) \times 1,000,000.00] / 100 \\
 &= \$1,100,000.00
 \end{aligned}$$

All Total Base Bids above the Maximum Acceptable Contract Price shall be rejected. Therefore, Bids No. 4 (\$1,200,000) and No. 5 (\$1,400,000) shall be rejected from further consideration.

Of the three remaining Bids under consideration, the Evaluated Bid Price (EBP) shall be determined as follows:

<u>Bidder</u>	<u>TBB</u>	<u>Small Business Amt. Business Amount</u>	<u>EBP = TBB – Small</u>
1	\$1,000,000	\$ 0	\$1,000,000
2	\$1,050,000	\$ 25,000	\$1,025,000
3	\$1,100,000	\$150,000	\$ 950,000 *

* Award of the Contract will be made to Bidder No. 3 for the Total Base Bid of \$1,100,000.

PREVAILING WAGE RATES

GENERAL DECISION: TN20100010 03/12/2010 TN10

Date: March 12, 2010

General Decision Number: TN20100010 03/12/2010

Superseded General Decision Number: TN20080010

State: Tennessee

Construction Types: Highway

Counties: Anderson, Blount, Carter, Cheatham, Davidson, Dickson, Grainger, Hamilton, Hawkins, Jefferson, Knox, Madison, Marion, Montgomery, Robertson, Rutherford, Sevier, Shelby, Sullivan, Sumner, Tipton, Unicoi, Union, Washington, Williamson and Wilson Counties in Tennessee.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010

SUTN1996-001 01/01/1996

	Rates	Fringes
Bricklayer.....	\$ 11.49	
Carpenter.....	\$ 10.41	
Concrete Finisher.....	\$ 10.01	
Drill Operator (Caisson).....	\$ 12.65	
Electrician.....	\$ 16.60	
Ironworkers:		
Reinforcing.....	\$ 9.63	
Structural.....	\$ 12.32	

Laborers:

GROUP 1.....\$ 7.62
GROUP 2.....\$ 8.89

Mechanic

Heavy Duty.....\$ 10.33
Light Duty.....\$ 12.36

Painter & Sandblaster.....\$ 12.94

Powder Person (BLASTER).....\$ 10.14

Power equipment operators:

GROUP 1.....\$ 11.46
GROUP 2.....\$ 9.97
GROUP 3.....\$ 10.07
GROUP 4.....\$ 9.33
GROUP 5.....\$ 10.30
GROUP 6.....\$ 8.00

Truck drivers:

2 OR 3 AXLES.....\$ 8.43
4 or 5 axles heavy duty.....\$ 8.75

LABORER CLASSIFICATIONS

GROUP 1: Unskilled Laborer; Flaggers; Traffic Control Pickup driver

GROUP 2: Skilled Laborers: Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer Operator (Less than 1 Yard), Concrete Rubber/Edger, Fence Erector, Form Setter (Steel Road), Guard Rail Erector, Mechanic's Tender (Tire Changer or Oiler), Mortar Mixer, Nozzelman or Gun Operator (Gunitite), Pipelayer, Sign Erector.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/Hydraulic Excavator (3/4 Yard & Over), Crane, End Loader (3 Yards & Over), Motor Patrol (finish), Piledriver, Dragline

GROUP 2: Backhoe/Hydraulic Excavator (less than 3/4 yard), Bull Dozer or Push Dozer, End Loader (less than 3 yards), Motor Patrol Operator, (rough), Tractor (crawler/utility), Scraper, Shovel, Trenching Machine.

GROUP 3: Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-Propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine Operator (horizontal)

GROUP 4: Bobcat, Central Mixing Plant, Concrete Pump, Concrete Saw, Curb Machine (automatic or manual), Dozer or Loader Operator (stockpile), Drill Operator (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom & hoist), Bituminous Distributor

Machine, Pump, Track Drill, Striping Machine Operator.

GROUP 5: Sweeping Machine Operator

GROUP 6: Farm Tractor Operator

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CONTRACTOR LICENSE REQUIREMENTS

Offeror must comply with all of the provisions of the **Contractors Licensing Act** of 1976 of the State of Tennessee, the same being set out in Tennessee Code Annotated, 62-6-101 et seq., and Section 62-6-119 as amended by 1997 Tennessee Public Act No. 153. Said Act and amendments are incorporated herein by reference. Offeror must provide evidence of a license in the appropriate classification before the RFP will be considered. The outside of the envelope/box containing the RFP MUST be plainly marked with the following information:

- Metropolitan Project Number
- Offeror's correct name and address
- Offeror's Tennessee Contractor's License Number, its expiration date, and that part of the classification applying to the procurement (except when the bid is less than \$25,000).
- The name, license number, expiration date, and license classification of any Subcontractor being proposed for use on the Project for electrical, plumbing, heating, ventilation or air conditioning (except when the Proposal is less than \$25,000). Prime contractor Offerors who are to perform the electrical, plumbing, heating, ventilation or air conditioning must be so designated upon the outside of the envelope/box.
- The Metropolitan Government license or registration number of the Offeror or of any Subcontractor being proposed for use on the Project for electrical, plumbing or mechanical.

Prior to the opening of the envelope/box, the names of all Offerors listed thereon shall be read aloud at the official Proposal opening and incorporated into the procurement. If the envelope/box is not marked as required, and/or the Offeror does not comply with the Act and amendments, the offer shall not be opened or considered and shall automatically be disqualified.

The acceptable State license classification for the Project is: BC or HRA

BID RESPONSE - Traffic Detection Systems Installations

ITB 52694/CY

Description	Unit	Quantities	Cost	Extended Cost
Loop Saw Slot in existing asphalt	L.F.	2,500.00		
Loop Saw Slot in base asphalt	L.F.	3,500.00		
Loop Saw Slot in concrete	L.F.	1,000.00		
Loop Wire	L.F.	15,000.00		
Shielded Cable for Loop Lead-in	L.F.	1,750.00		
Conduit (underground), 1",RGS, in Dirt	L.F.	100		
Conduit (underground), 1",RGS, in Street	L.F.	200		
Conduit (underground), 1",RGS, in Sidewalk	L.F.	200		
Junction Box w/1" RGS Riser	Each	25		
Pull Boxes TDOT Type C 13"x24"x18"	Each	15		
Crew (for installation of detection systems other than traffic loop) Two (2) men	Hr.	100		
Arial Boom Truck	Hr.	100		
Police for Traffic Control	Hr.	50		
			TOTAL	\$ _____

TOTAL BASE BID

The sum of all items inclusive is:

_____ Dollars
(in writing)
and _____ Cents
(in writing)
Total \$ _____
TOTAL BASE BID (in figures)

TOTAL PROPOSED SMALL BUSINESS ENTERPRISE AMOUNT

_____ Dollars
(in writing)
and _____ Cents
(in writing)
Total \$ _____
TOTAL SBE AMOUNT (in figures)

EVALUATED BID PRICE (TOTAL BASE BID LESS TOTAL SBE AMOUNT)

_____ Dollars
(in writing)
and _____ Cents
(in writing)
Total \$ _____
EVALUATED BID PRICE (in figures)

Company Name _____

BID RESPONSE

ITB 52694/CY

Discount (No discount under thirty (30) days will be considered)

_____ % 30 days _____ % (____th.) prox.

If the Contract is awarded, the price(s) will be in effect for the length of the Contract.

If this is a one-time open market purchase, will awarded bidder honor price(s) for other Metropolitan Government agencies? ☐ Yes ☐ No

Will awarded bidder honor price(s) for other local governments in Tennessee? ☐ Yes ☐ No

How many days will awarded bidder honor price(s)? _____

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within _____ days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order.

**THIS BID RESPONSE SHALL BE REJECTED IF SIGNATURE IS NOT PROPERLY NOTARIZED AND
AFFIXED WHERE INDICATED**

Name of Firm: _____
(Legal company name: Include any doing business as or subsidiary names)

Authorized Signature and Date: _____

Name Printed and Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

Personally appeared _____, who is the _____

of _____ and as such is authorized to execute this document.

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public: _____ My Commission Expires: _____

ACCEPTANCE

Accepted as to items numbered _____ Date _____

Purchasing Agent

STATEMENT OF NO BID

ITB 52694/CY

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to: The Metropolitan Government of Nashville and Davidson County, Division of Purchases, 222 Third Avenue North, Suite 601, Nashville, TN 37201

Name of Firm: _____

Address: _____

Signature: _____

Telephone Number: _____ Date: _____

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.

Specifications unclear (please explain).

We do not offer this commodity and/or service or an equivalent.

Insufficient time to respond to the ITB.

Our schedule would not permit us to perform.

Remarks: _____

METRO'S SMALL BUSINESS STANDARDS**AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN NASHVILLE PROCUREMENT REGULATIONS;**

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation;
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES*
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce, and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

- (c) Meets the following additional criteria:

1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offeror, as specified by the Purchasing Agent;
2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);
4. Not be owned, controlled, or directed by individuals or groups of individuals who own, control, or direct a large business involved in the same category of work as the business for which small business status is sought;
5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and
6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least a 40 hour work week.

The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.



Metropolitan Government of Nashville Procurement Non-discrimination Program Form Submission Procedures

Demonstrating compliance with the Procurement Non-discrimination Program requires the submission of the following forms:

1. **Statement of Good Faith Efforts**- This completed form is required at the time of bid/proposal submission. Each of the first three listed statements must be initialed by an authorized company official indicating that the prime contractor has made all of the good faith efforts required by the Procurement Non-Discrimination Program. Prime contractors should initial any of the additional good faith efforts listed subsequently on the form as they are applicable.

This form must be signed by a principle of your company and dated.

2. **Statements of Interested, Notified, and Successful Subcontractors** – This completed form is required at the time of bid/proposal submission to provide Metro with information regarding your outreach efforts. The first section of this form should list those firms that have contacted you as well as those with whom you have made contact regarding potential participation on this project. The second section of this form should list the MWBE subcontractors with whom you have decided to work with on this project if awarded.

Submitted forms should be fully completed and specify the MWBE company names, individual(s) contacted, date contacted, M/WBE Certificate Type, percentage of total contract value to be awarded, a description of the work to be performed, and the UNSPS Code of the work. A copy of the codes can be provided upon request to the BAO.

NOTE: Reasons for declining offers made by potential MWBE partners must be noted on this form.

This form must be signed by a principle of your company and dated.

3. **Letter of Intent to Perform as a Subcontractor/Joint Venture**--This form is to be completed and submitted by the apparent successful participant **by the end of the second business day following notice of intent to award from Metro**. It should specify the names of the MWBE's with whom the prime contractor intends to subcontract or joint venture. Additionally it should detail the work to be performed, the total value of the MWBE participation on the contract in dollars and percentage and must be signed by both the MWBE subcontractor/joint venture partner AND the prime contractor and dated.

NOTE: A separate form must be completed for each individual MWBE subcontractor/joint venture partner.

Any additional questions regarding required detail and documentation to demonstrate Procurement Non-discrimination Program compliance should be directed to the Business Assistance Office at 615-880-2814.



GOOD FAITH EFFORTS

Subject: Proposal for _____
(Name of Project)

Pursuant to the requirements for Participants under the Procurement Non-Discrimination Program, and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Metropolitan Government, I/We, attest that I/We have made the following efforts to ensure that potential MWBE subcontractors were notified of the opportunity to participate as a subcontractor or joint venturer on this project.

- _____ I/We have made efforts to include MWBE's in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender;
- _____ I/We have delivered written notice to three available certified MWBE's for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.
- _____ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

Additionally, _____ has made the following Good Faith Efforts to include MWBE's as subcontractors or joint venturers on this project.

- _____ I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.
- _____ I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.
- _____ I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, included the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.
- _____ I/We have actively solicited, through sending letters or initiating personal contact, MWBE's in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.
- _____ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MWBE's for the Metropolitan Government contract under consideration.

- _____ I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area ("MSA"), trade publications and other media owned by, or otherwise focused or marketed to MWBE's, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.
- _____ I/We have conducted discussions with interested MWBE's in good faith, and provided the same willingness to assist MWBE's as has been extended to any other similarly situated subcontractor.
- _____ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Printed Name of Company Official

Date

Signature

Title of Company Official

Fully Company Name

Mailing Address

Area Code/Phone Number

City, State, Zip

Please contact the Business Assistance Office (615) 880-2814 with any questions about information which may be required.

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE

This form is to be completed and submitted by the apparent successful participant by the end of the second business day following notice of intent to award.

Proposal for _____
(Name of Project)

Prime Contractor
Name

The undersigned has agreed to perform work in connection with the above project as:

 a subcontractor a joint venture

Detailed description of work items to be performed:

at the following price(s): \$ _____.

The total value of MWBE participation under this Subcontractor/Joint Venture Agreement is \$_____; which is _____% of the total Proposal.

Signature of Subcontractor/Joint Venturer

Printed Name: _____
Title: _____
Date: _____

The undersigned will enter into a written agreement with the above subcontractor for the work described upon award and execution of a contract with The Metropolitan Government.

Signature of Prime Contractor

Printed Name: _____
Title: _____
Date: _____



STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS

Please complete this form to provide Metro with information regarding your outreach efforts. Please include information appropriately regarding those firms that you contacted, who contacted you and those that you have decided to work with on this project. Please add additional sheets as necessary. Please contact the Business Assistance Office with any questions at 615-880-2814.

Project Name _____

RFP/ITB Number 52694/CY

As part of our regular and customary good faith efforts to include MWBE subcontractors, suppliers and joint venturers, _____ has contacted or was contacted by the following firms related to our bid/proposal.

<i>Business Name</i>	<i>Phone No</i>	<i>Race/ Gender</i>	<i>Date of Contact</i>	<i>Method of Contact</i>	<i>Who Initiated Contact?</i>	<i>If Bid Submitted, Amount of Bid*</i>	<i>Offer Accepted or Declined</i>	<i>Reason(s) for Declining</i>

Having submitted a Proposal/bid for the above referenced project, if awarded the contract, _____ advises that contingent upon award of the contract to our company, our subcontractor, suppliers, or joint venture partnership participation is projected to be as follows:

Name _____

*STATEMENT OF BID/PRICE QUOTATION

<i>Business Name</i>	<i>Phone No</i>	<i>MBE/WBE Certification Type</i>	<i>Dollar value</i>	<i>Estimated % of total contract value</i>	<i>UNSPS Code # for work to be performed</i>	<i>Work to be performed</i>

Title _____

Date _____

LIST OF PROPOSED SUBCONTRACTORS

Project Number: (ITB NO) 52694CY

Full Name of Bidder: _____

Bidder shall complete the list below with the names of the subcontractors that Bidder proposes to use on the above-referenced Project. If Bidder proposes to perform a Class of Work with his own forces, Bidder shall indicate same by writing "By Bidder" in the space provided for that Class of Work. If a subcontractor has not yet been selected for a class of work, Bidder shall indicate same by writing, "To Be Selected" next to that class of work. ["To Be Selected" subcontractors must be identified by the Successful Bidder within five calendar days of the Successful Bidder's receipt of the Notice of Award]. If a subcontractor or "To Be Selected" designation is omitted for any of the listed Classes of Work it will be considered as a statement that Bidder is licensed for and will perform that Class of Work with Bidder's own forces. By Bidder's signature, Bidder represents that the list contains all of the subcontractors that Bidder proposes to use on the referenced Project, for the classes of work indicated, and that the list will not be altered without the written consent of the Metropolitan Government through the Architect/Engineer.

<u>CLASS OF WORK</u>	<u>SUBCONTRACTOR</u> (if this class of work is to be subcontracted or "To Be Selected") (or indicate "By Bidder")	<u>CITY/STATE</u>
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

BIDDER: _____

BY: _____

DATE: _____

List of Proposed Small Businesses
--

Proposer Name: _____

	Small Business Name	Small Business Address and Phone Number	Industry of Work to be Performed by this Small Business (see <i>Instructions below this table</i>)	Minimum <i>Percentage</i> of total contract dollars to be spent with this Small Business
1.				
2.				
3.				
4.				
5.				
6.				

INSTRUCTIONS:

- If more than six (6) Small Businesses are to be listed, please attach an additional sheet.
- For the "Industry of Work to be Performed by this Small Business" column, you must enter an Industry listed here: Agriculture, Forestry, Fishing; Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Finance, Insurance, Real Estate; Transportation, Commerce, and Utilities; Service Industry
- If this bid is for Construction Design and Build services, you are not required to submit small business names and addresses services/products **related to the build phase of this project**. However, you must identify the minimum percentage of total contract dollars to be spent with a small business (column 3) by industry of work (column 4).

Submission of a bid shall constitute bidder's representation that neither bidder nor an officer, agent or employee of bidder, or the spouse, parent or child of an officer, agent or employee of bidder, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this bid and Contract.

Signature

Type/Print Name and Title

ETHICAL STANDARDS AFFIDAVIT

(OFFEROR MUST INCLUDE WITH BID/PROPOSAL)

State of _____ County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Metropolitan Government, Offeror certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 200____.

Notary Public

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT-EXHIBIT

(OFFEROR MUST INCLUDE WITH BID/PROPOSAL)

STATE OF _____ COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with the Metropolitan Government of Nashville and Davidson County to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. 50-9-114, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.

3. The Company is in compliance with T.C.A. 50-9-114.

4. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that by its employment policy, standards and practices it operates a drug-free workplace program or other drug or alcohol testing program similar, but no less stringent than the Drug-Free Workplace policy of the Metropolitan Government.

Further affiant saith not.

Principal Officer

STATE OF _____ COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____